

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 1 day of December in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Aurora's Dream LLC
PO Box 366751
San Juan, PR 00936

and the Contractor:
(Name, legal status, address and other information)

Bellagio LLC
Carr 838 Camino Alejandrino Km. 5.2
Plaza Alejandrino Suite 118
Guaynabo, PR 00969

for the following Project:
(Name, location and detailed description)

Finca Sueño Aurora
PR-413 Rincón, PR 00602

The Architect:
(Name, legal status, address and other information)

PMG and Associates
Engineering Design & Consulting
#12 Acosta
Caguas, PR 00726

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



Int.

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User Notes:

(1162302274)

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Owner.
- ☐ [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than 365 calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Entire Work	December 1, 2021

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 5,571,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$2,500/per calendar day. Liquidated damages not to exceed the 10% of the contract value.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Bonus to the Contractor of \$1,000/per calendar day before Substantial Completion Date.

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-five (25) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirty (30) day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%, then after fifty percent (50%) of the Work has been completed to the Owner's Representative's satisfaction and the Project is on schedule and the quality of Work is satisfactory to the Owner's Representative, all the remaining payments may be made in full.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurances

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

then after fifty percent (50%) of the Work has been completed to the Owner's Representative's satisfaction and the Project is on schedule and the quality of Work is satisfactory to the Owner's Representative, all the remaining payments may be made in full.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

5%. Immediately after the Owner's Representative, on the basis of an inspection, has determined and certified that the Work is sufficiently complete, or the Work has been occupied for the use for which it was intended, the Owner will release to the Contractor fifty percent (50%) of the amount previously retained provided the following conditions are met.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2 % over the prevailing legal rate

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Reimbursement of all the actual cost plus a 15% over it.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

CB Engineering LLC (Mr. Xavier Calix, PE)
Calle Canals #255, Santurce, PR, 00907
PO Box 1921 • Mayagüez PR 00681

• (787) 677.3670 • xacales@cbengineeringllc.com

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Eng. Arturo L. Mayol – Executive Vice President
Carr 838 Camino Alejandrino Km. 5.2
Plaza Alejandrino Suite 118
Guaynabo, PR 00969

787.359.0578
amayol@bellagiocorp.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
GI-001	TITLE SHEET	
GI- 101	PROPOSED SITE PLAN	
GI-102	SITE PLAN LOTS	
CES-101	CES PLAN	
CES-201	CES-DETAILS	

Init.

CI-001	GENERAL NOTES
CI-101	ACCESS ROAD GEOMETRICAL PLAN
CI-102	SIGNING AND PAVEMENT MARKINGS
CI-103	TRAFFIC SIGNING AND PAVEMENT MARKINGS
CI-201	GRADING PLAN
CI-202	PROFILEWALL PROFILE AND SECTIONS
CI-203	SECTIONS
CI-204	SECTIONS
CI-205	SECTIONS
CI-206	DRAINAGE PLAN EXISTING CONDITIONS
CI-301	DRAINAGE PLAN
CI-302	SANITARY DRAINAGE PLAN
CI-401	SANITARY DRAINAGE DETAILS
CI-402	WATER CONNECTION POINT PROFILE STA.0+00 TO 1+20 WATER DISTRIBUTION PLANWATER CONNECTION
CI-502	PROFILE STA. 1+20 TO 2+27
CI-501	INSIDE PROJECT WATER SERVICE PLAN
CI-503	WATER DISTRIBUTION DETAILS
CI-504	DETAILS
CI-505	
CI-506	ARCHITECTURAL PROJECT INFORMATION & GENERAL
AG-001	NOTES
	LIFE SAFETY PLANS
AG-002	SITE PLAN
AG-101	FLOOR PLAN PLAN 1 ST & 2 ND LEVEL
AP-101	GROUND LEVEL & ROOF PLAN
AP-102	REFLECTED CEILING PLAN
AP-103	REFLECTED CEILING PLAN
AP-104	FINISH PLAN
AP-105	OFFICE
AP-106	ELEVATIONS
AP-201	ELEVATIONS VIEWS
AP-202	VIEWS
AP-204	ELEVATIONS & SECTIONS
AP-205	SECTIONS
AP-206	SECTION
AP-301	SECTIONS
AP-302	WALL SECTIONS
AP-303	PLUMBING FIXTURE & ACCESSORIES
AP-304	ENLARGE PLANS
AP-400	ENLARGE PLAN
AP-401	ENLARGE PLANS – POOL AREA
AP-402	STAIRS
AP-403	STAIRS
AP-501	DOOR & WINDOW SCHEDULE
AP-502	STAIRS SITE UNIT 3
AP-601	STAIRS SITE UNIT 3
AP-701	STAIRS SITE UNIT 4
AP-702	STAIRS SITE UNIT 4
AP-703	STAIRS SITE UNIT 5
AP-704	STAIRS SITE UNIT 5
AP-705	STAIRS SITE UNIT 6
AP-706	STAIRS SITE UNIT 6
AP-707	NOTES
AP-708	NOTES
SP-001	NOTES
SP-002	NOTES

SP-003	FOUNDATION
SP-004	FLOOR PLAN
SP-101	FLOOR PLAN
SP-102	ROOF PLAN
SP-103	DETAILS
SP-104	DETAILS
SP-401	FIRST LEVEL FLOOR PLAN – SANITARY
SP-402	SECOND LEVEL FLOOR PLAN -SANITARY
PP-101	OFFICE FLOOR PLAN - SANITARY
PP-102	FIRST LEVEL FLOOR PLAN – DOMESTIC WATER
PP-103	SECOND LEVEL FLOOR PLAN – DOMESTIC WATER
PP-201	OFFICE FLOOR PLAN – DOMESTIC WATER
PP-202	GROUND LEVEL FLOOR PLAN
PP-204	FIRST FLOOR ISOMETRIC PLAN – SANITARY DRAINAGE
PP-203	SECOND FLOOR ISOMETRIC PLAN – SANITARY DRAINAGE
PP-301	FIRST FLOOR ISOMETRIC PLAN – WATER SUPPLY
PP-302	SECOND FLOOR ISOMETRIC PLAN – WATER SUPPLY
	SANITARY DRAINAGE DETAILS
PP-303	NOTES AND LEGENDS
PP-304	LIGHTING AND POWER PLAN
PP-501	TELECOMMUNICATIONS PLAN AND ONE LINE DIAGRAMS
E-001	PANEL AND LIGHTING SCHEDULE & ONE LINE DIAGRAM
E-101	PRIMARY ELECTRIC SITE DISTRIBUTION PLAN
E-102	SECONDARY ELECTRICAL PLAN
	NOES AND ONE LINE DIAGRAM
E-500	SITE LIGHTING
ES-101	
ES-102	
ES-103	
ES-104	

.6 Specifications

Section	Title	Division	Date	Pages
	DIVISION 01 – GENERAL REQUIREMENTS			
01010	SUMMARY OF WORK			2
01040	COORDINATION			4
01092	ABBREVIATIONS			5
01300	SUBMITTALS			2
01430	OPERATION AND MAINTENANCE DATA			
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS			7
01505	MOBILIZATION AND CLEANUP			2
01510	PROTECTION OF THE ENVIRONMENT			3
01600	MATERIAL AND EQUIPMENT			7
01710	CLEANING			2
01720	RECORD DOCUMENTS			2
	DIVISION 02 – SITE CONSTRUCTION			
02010	GEOTECHNICAL EVALUATION RETAINING STRUCTURE CONSTRUCTION		10/14/19	13
02020	GEOTECHNICAL EVALUATION RETAINING STRUCTURE CONSTRUCTION		11/04/19	35
02050	DEMOLITION			2
02100	SITE PREPARATION			4
02160	EXCAVATION SUPPORT SYSTEMS			2
02205	EXCAVATION			3
02212	FINISH GRADING			2
02220	FILL & BACKFILL			7

Init.

02223	TRENCH SAFETY SYSTEMS	3
02225	TRENCH BACKFILL	6
02227	WASTE MATERIAL DISPOSAL	2
02236	BASE COURSE	6
02240	SOIL EROSION STABILIZATION	8
02300	TEMPORARY AIR & WATER POLLUTION SOIL EROSION AND SILTATION CONTROL	5
02521	CONCRETE CURBS AND SIDEWALKS	5
02550	DEMOLITION AND REPLACEMENT OF ROAD PAVEMENT	2
02580	PAVEMENT MARKINGS	5
02662	CONNECTION TO EXISTING PRASA WATER MAIN	2
02920	SOIL PREPARATION	4
02930	LAWNS & GRASSES	6
	DIVISION 03-CONCRETE	
	DIVISION 04-MASONRY	
	DIVISION 05-METALS	
	DIVISION 06-WOOD AND PLASTICS	
	DIVISION 15-MECHANICAL	
15005	PVC SEWER PIPE	4
15060	PIPING-GENERAL	19
15060-10	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS	2
15060-16	POLYVINYL CHLORIDE DRAIN WASTE AND VENT (PVC-DWV) PIPE AND FITTINGS	1
15063	COPPER PIPING	3
15085	GRAVITY SEWER PIPE	14
15119	FIRE HYDRANTS	4
15120	PIPING SPECIALTIES	8
15400	PLUMBING AND MISCELLANEOUS PIPING SYSTEMS	5
	DIVISION 16-ELECTRICAL	
260501	ELECTRICAL SUPPLEMENTAL REQUIREMENTS	33
260519	WIRES, CABLES, AND CONNECTORS (600 VOLTS AND LESS)	6
260520	BRANCH CIRCUITS	9
260521	FEEDER CIRCUITS	11
260526	GROUNDING	15
260529	SUPPORTING DEVICES	6
260533	CONDUIT	7
260534	CONDUIT FITTINGS	4
260537	WIREWAY	3
260553	ELECTRICAL IDENTIFICATION	5
262416	PANELBOARDS	5
262726	WIRING DEVICES	6
262805	OVERCURRENT PROTECTIVE DEVICES (600 VOLTS AND LESS)	6
262910	MOTOR AND CIRCUIT DISCONNECTS	6
265100	LIGHTING FIXTURES	15
269586	BOXES	6
270543	UNDERGROUND DUCTS AND RACEWAYS	50

.7 Addenda, if any:

Number	Date	Pages
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Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[**N/A**] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[**N/A**] The Sustainability Plan:

Title	Date	Pages
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[**N/A**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement entered into as of the day and year first written above.

AURORAS DREAM

OWNER (Signature)

Mr. Jorge Vaz President

(Printed name and title)

BELLAGIO LLC

CONTRACTOR (Signature)

Eng. Arturo L. Mayol Executive Vice President

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:09:36 ET on 02/04/2021.

PAGE 1

AGREEMENT made as of the 1 day of December in the year 2020

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Aurora's Dream LLC
PO Box 366751
San Juan, PR 00936

...

Bellagio LLC
Carr 838 Camino Alejandrino Km. 5.2
Plaza Alejandrino Suite 118
Guaynabo, PR 00969

...

Finca Sueño Aurora
PR-413 Rincón, PR 00602

...

PMG and Associates
Engineering Design & Consulting
#12 Acosta
Caguas, PR 00726
PAGE 2

☒ The date of this Agreement.
PAGE 3

☒ Not later than (←) 365 calendar days from the date of commencement of the Work.

...

Entire Work December 1, 2021

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 5,571,000.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

None

...

None

...

None

...

\$2,500/per calendar day. Liquidated damages not to exceed the 10% of the contract value.

...

Bonus to the Contractor of \$1,000/per calendar day before Substantial Completion Date.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-five (25) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirty (30) day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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10%, then after fifty percent (50%) of the Work has been completed to the Owner's Representative's satisfaction and the Project is on schedule and the quality of Work is satisfactory to the Owner's Representative, all the remaining payments may be made in full.

...

Insurances

...

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.) then after fifty percent (50%) of the Work has been completed to the Owner's Representative's satisfaction and the Project is on schedule and the quality of Work is satisfactory to the Owner's Representative, all the remaining payments may be made in full.

...

5%. Immediately after the Owner's Representative, on the basis of an inspection, has determined and certified that the Work is sufficiently complete, or the Work has been occupied for the use for which it was intended, the Owner will release to the Contractor fifty percent (50%) of the amount previously retained provided the following conditions are met.

2 % over the prevailing legal rate

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[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

Reimbursement of all the actual cost plus a 15% over it.

...

CB Engineering LLC (Mr. Xavier Calex, PE)

Calle Canals #255, Santurce, PR, 00907

PO Box 1921 • Mayagüez PR 00681

• (787) 677.3670 • xacales@cbengineeringllc.com

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Eng. Arturo L. Mayol – Executive Vice President

Carr 838 Camino Alejandrino Km. 5.2

Plaza Alejandrino Suite 118

Guaynabo, PR 00969

787.359.0578

amayol@bellagiocorp.com

...

<u>GI-001</u>	<u>TITLE SHEET</u>
<u>GI-101</u>	<u>PROPOSED SITE PLAN</u>
<u>GI-102</u>	<u>SITE PLAN LOTS</u>
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...

[N/A] The Sustainability Plan:

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[N/A] Supplementary and other Conditions of the Contract:

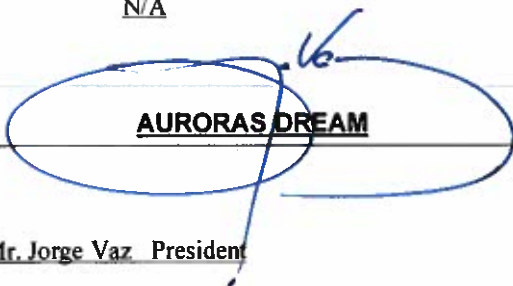
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Mr. Jorge Vaz, President


AURORAS DREAM

Eng. Arturo L. Mayol, Executive Vice President


BELLAGIO LLC

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:09:36 ET on 02/04/2021 under Order No. 3899365057 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)